

IMPORTANT

This is a brief description of the coverage available under policy series C11695DBG. If any conflict should arise between the contents of this Description of Coverage and the Master Policy SRG [DBG11695] or if any point is not covered herein, the terms and conditions of the Master Policy will govern in all cases.

Underwritten by National Union Fire Insurance Company of Pittsburgh, Pa.
Executive Offices: 70 Pine Street, New York, NY 10270

DESCRIPTION OF COVERAGE

This Description of Coverage describes blanket accident insurance coverage provided to the Insured Person against Injuries that occur while participating in the Covered Activity(ies) specified in the Schedule of Benefits (except as limited by the Exclusions).

Eligibility

The Insured Persons are eligible for coverage as member of the Policyholder identified on the Schedule of Benefits.

RIGHT TO EXAMINE

This Description of Coverage is issued to You as the Insured and can be returned to the Company by mail or in person for any reason within the later of: 1) 60 days after it is received; or 2) 30 days after the coverage becomes effective. Any premium paid will be refunded, and the coverage will be treated as if it were never effective.

INSURED'S EFFECTIVE AND TERMINATION DATES

EFFECTIVE DATE. Coverage begins on the Coverage Effective Date specified on the Schedule of Benefits.

TERMINATION DATE. Coverage ends on the earliest of: (1) the date the Policy is terminated; (2) the premium due date if premiums are not paid when due; or (3) the date You request, in writing, that coverage be terminated; (4) the date You cease to be a member of Bank of America, or (5) the date you reach age 85.

Termination of coverage will not affect a claim for a covered loss that occurred while Your coverage was in force under the Policy.

INSURED DEPENDENTS EFFECTIVE AND TERMINATION DATES

EFFECTIVE DATE. If You have Insured Dependent coverage, An Insured's coverage under this Policy begins on the latest of: (1) the Policy Effective Date; (2) the first day of the month following receipt and acceptance of the completed enrollment form by the

Company, provided the first premium for the Insured's coverage is paid.

TERMINATION DATE. If You have Insured Dependent Coverage, Your Insured Dependent's coverage ends on the earliest of: (1) the date Your coverage under the Policy ends; (2) the premium due date if premiums for Your Insured Dependent are not paid when due; (3) the date You request, in writing, that coverage for Your Insured Dependent be terminated; (4) the date the Insured Dependent no longer meets the definition of an Eligible Dependent; or (5) the date You cease to be a member of Bank of America.

Termination of coverage will not affect a claim for a covered loss that occurred while Your Insured Dependent's coverage was in force under the Policy.

BENEFITS

ACCIDENTAL DEATH BENEFIT. If Injury to the Insured Person results in death within 90 days of the accident that caused the Injury, the Company will pay the Accidental Death Benefit Maximum Amount shown in the Benefit Schedule.

PERMANENT TOTAL DISABILITY BENEFIT

MONTHLY BENEFIT. If, as a result of an Injury, The Insured Person is rendered Permanently Totally Disabled within 90 days of the accident that caused the Injury, and if the Permanent Total Disability due to that Injury continues for the Waiting Period specified in the Benefit Schedule, the Company will pay a monthly benefit equal to the Permanent Total Disability Benefit Monthly Maximum shown in the Benefit Schedule starting with the 1st consecutive month of Permanent Total Disability following the Waiting Period.

A Permanent Total Disability benefit is payable monthly as long as the Insured Person remain(s) continuously Permanently Totally Disabled due to the same Injury, but ceases on the earliest of: (1) the date the Insured Person cease(s) to be Permanently Totally Disabled; (2) the date the Insured Person die(s); or (3) the date the benefit has been paid for the Maximum Benefit Period shown in the Benefit Schedule. The Company will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which the Company is liable when the Insured Person is

Permanently Totally Disabled for less than a full month. Only one benefit is provided for any one month of Permanent Total Disability, regardless of the number of Injuries causing the Permanent Total Disability or the number of losses incurred.

If a Permanently Totally Disabled person returns to any occupation for which that person is qualified by reason of education, experience or training on a full or part-time basis, that person may return to Permanent Total Disability status if: (1) that person has not been back to work for longer than 30 days; and (2) that person is again Permanently Totally Disabled due to the same Injury which caused the original Permanent Total Disability. However, with respect to an Insured for whom the occupational definition of Permanently Totally Disabled/Permanent Total Disability is not appropriate, If the Insured engages in any of the usual activities of a person of like age and sex in comparable health, he or she may return to Permanent Total Disability status if: (1) the Insured has not been engaging in such activities for longer than 30 days; and (2) the Insured is again Permanently Totally Disabled due to the same Injury which caused the original Permanent Total Disability.

Periods of Permanent Total Disability separated by less than 30 consecutive days will be considered one period of Permanent Total Disability unless due to separate and unrelated causes.

The Company reserves the right, at the end of the 6 consecutive months of Permanent Total Disability (and as often as it may reasonably require thereafter) to determine, on the basis of all the facts and circumstances, that Insured Person is Permanently Totally Disabled, including, but not limited to, requiring an independent medical examination provided at the expense of the Company.

PERMANENT TOTAL DISABILITY BENEFIT

LUMP SUM BENEFIT, If, as a result of an Injury, the Insured Person is rendered Permanently Totally Disabled within 90 days of the accident that caused the Injury, the Company will pay 100% of the Maximum Amount at the end of 12 consecutive months of such Permanent Total Disability.

The Company reserves the right, at the end of the 12 consecutive months of Permanent Total Disability to determine, on the basis of all the facts and circumstances, that Insured Person is Permanently Totally Disabled, including, but not limited to, requiring an independent

medical examination provided at the expense of the Company.

LIMITATIONS

LIMITATION ON BENEFIT PAYMENTS. If the Insured Person suffers one or more losses from the same accident for which benefits are payable for the Insured Person under one or more Benefits provided by the Policy, the maximum amount payable for all benefits combined, for Insured Dependents will not exceed the Per Accident Maximum Amount specified in the Benefit Schedule.

DEFINITIONS

Eligible Dependent - means Your Eligible Spouse.

Eligible Spouse - means the Insured's legal spouse.

Injury means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under the Policy is in force; (2) which occurs while such person is participating in a Covered Activity; and (3) which directly (independent of sickness, disease, mental incapacity, bodily infirmity, or any other cause) causes a covered loss.

Insured - means a person: (1) to whom this Description of Coverage is issued as identified on the Schedule of Benefits; (2) for whom premium has been paid when due; and (3) while covered under the Policy; and (4) who has enrolled for coverage under the Policy, if required.

Insured Dependent - means the Insured's Insured Spouse.

Insured Person - means the Insured, or Insured Spouse.

Insured Spouse - means the Insured's Eligible Spouse: (1) for whom premium has been paid when due; and (2) while covered under the Policy.

PERMANENTLY TOTALLY DISABLED/PERMANENT TOTAL DISABILITY means:

1. That the Insured Person suffered any of the following:
 - (a) loss of both hands or feet; or
 - (b) loss of one hand and one foot; or
 - (c) loss of sight in both eyes; or
 - (f) Hemiplegia; or
 - (g) Paraplegia; or
 - (h) Quadriplegia; and
2. The Insured Person is permanently unable to perform the material and substantial duties of any occupation for which the Insured Person is qualified by reason of education, experience or training; However,

with respect to an Insured for whom an occupational definition of Permanently Totally Disabled/Permanent Total Disability is not appropriate, Permanently Totally Disabled/Permanent Total Disability means, as used in this Rider, that the Insured is permanently unable to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured immediately prior to the accident; and

3. The Insured Person requires the supervision of a Physician, unless the maximum point of recovery has been reached.

"Loss of a hand or foot" means complete severance through or above the wrist or ankle joint.

"Hemiplegia" means the complete and irreversible paralysis of the upper and lower Limbs of the same side of the body. "Limb(s)" means entire arm or entire leg. "Paraplegia" means the complete and irreversible paralysis of both lower Limbs. "Quadriplegia" means the complete and irreversible paralysis of both upper and both lower Limbs.

Physician - means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) You; 2) an Immediate Family Member; or 3) retained by the Policyholder.

You, Your - means the Insured.

CLAIMS

NOTICE OF CLAIM. Notice of claim must be given to the Company within 20 days after The Insured Person suffered a loss, or as soon thereafter as reasonably possible. All claims should be reported to the Company by writing to the following address:

American International Companies®
Accident & Health Claims Division
P.O. Box 15701
Wilmington, DE 19850-5701
Or by calling toll-free: 1-(866) 290-0578

The policy number and any applicable documentation and details describing the nature of the loss should be included with any notification of claim.

CLAIM FORMS. The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proofs of loss, written proof covering the occurrence, the

character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

PROOF OF LOSS. Written proof of loss must be furnished to the Company within 90 days after the date of the loss. If the loss is one for which this Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

PAYMENT OF CLAIMS. Claim payments, except death claims, will be made to the person (or on that Person's behalf, if applicable) who suffered the loss. If The Insured Person dies before all payments due have been made, the amount still payable will be paid to the designated beneficiary. Death claims will be made to the designated beneficiary upon receipt of due written proof of death.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property.

If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

If You are over the age of majority and legally competent, You may change Your beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the Company with a written request for change. When the request is received, whether You are then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

The Insured Spouse's beneficiary is You unless You have named a different beneficiary for the

Insured Spouse's coverage as shown on the company's records kept on the Policy.

If there is no designated beneficiary or no designated beneficiary is living after Your death, the benefits will be paid, in equal shares, to the survivors in the first surviving class of those that follow: Your (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is Your estate.

TIME OF PAYMENT OF CLAIMS. Benefits payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon the Company's receipt of due written proof of the loss. Subject to the Company's receipt of written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

GENERAL PROVISIONS

INCONTESTABILITY. After You have been insured under the Policy for two year(s) during Your lifetime, no statement made by the Insured Persons, except a fraudulent one, will be used to contest a claim under the Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the Insured Person and a copy is given to the Policyholder, You or Your beneficiary.

PHYSICAL EXAMINATION AND AUTOPSY. The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

LEGAL ACTIONS. No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

EXCLUSIONS

GENERAL EXCLUSIONS

No coverage shall be provided under the Policy and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable

consequence of any of the following excluded risks.

- (1) suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury or autoeroticism;
- (2) sickness, or disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these;
- (3) commission of or attempt to commit a felony;
- (4) infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition, including but not limited to diabetes;
- (5) declared or undeclared war, or any act of declared or undeclared war, except if specifically provided by the Policy;
- (6) full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured Person are covered due active duty status will be refunded) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded);
- (7) travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured Person is:
 - a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
 - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
 - c. riding as a passenger in an aircraft owned, leased or operated by the Policyholder or the Insured Person's employer;
- (8) being under the influence of intoxicants;
- (9) being under the influence of drugs unless taken under the advice of and as specified by a Physician;
- (10) the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly) or indirectly from the treatment;
- (11) stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm;
- (12) riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground;

**National Union Fire Insurance Company of Pittsburgh, PA
Accidental Permanent Total Disability Benefit**

Virginia Amendatory Endorsement

FOR VIRGINIA RESIDENTS

This is a description of the state endorsements subject to policy series C11695DBG.

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

**National Union Fire Insurance Company of Pittsburgh, Pa.
Customer Service
503 Carr Road, Suite 301
Wilmington, DE 19809
1-800-551-0824**

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

**Bureau of Insurance
State Corporation Commission
P.O. Box 1157
Richmond, Virginia 23218
Toll-free number for Virginia residents: 800-552-7945
Out of State calls: 804-371-9741**

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.